

*****THE FOLLOWING DOCUMENT WILL BE INCORPORATED INTO AND CONSIDERED
AS PART OF THE TERMS OF THE PURCHASE ORDER*****

Additional Terms and Conditions of the Order

1. Background Check and Suitability Determination

Students who perform under contract for EPA are required to undergo a background check and check of FBI fingerprint files and a suitability determination by the Environmental Protection Agency. Upon award the CO will provide the student with a Standard Form 85 (SF-85) "Questionnaire for Non-Sensitive Positions" and SF-87 "Fingerprint Charts" with instructions on completing the forms and where they are to be submitted. You will return completed forms to the CO at least 14 business days prior to reporting to work. The CO is responsible for the submission of the above forms to EPA's Office of Administration (OA) to process the background check and make a suitability determination. OA will notify the CO upon completion of the suitability determination. If a background check reveals information that you represent a risk to the interests of EPA, the contract may be terminated.

2. Central Contractor Registration and Dunn and Bradstreet (DUNS) Registration

You must register with the Central Contractor Registration (CCR) and Dunn and & Bradstreet (DUNS). Failure to register may adversely affect you being paid. You are required to provide certain business information, including Taxpayer Identification Number (which may be either a Social Security Number or Employee Identification Number) and Electronic Funds Transfer (EFT) information into a common Government-wide data source. The Government will use this common Government wide data source to more efficiently meet the requirements of the Debt Collection Improvement Act of 1996.

Registration for CCR can be done at www.ccr.gov; registration for DUNS can be done at www.dnb.com/eupdte. There is no charge to register for CCR or DUNS.

3. Payment

You are required to submit invoices for review to your assigned mentor. The mentor will then submit the invoice to the PO for approval and for forwarding the approved invoice to EPA's Financial Management Center designated on this order. To constitute a proper invoice, the invoice must include the following information:

- student name
- invoice date
- purchase order number
- dates covered by the invoice
- daily record of hours worked
- total number of hours worked during the billing period

A sample invoice (Attachment) is included in this order. It may be reproduced.

EPA will endeavor to make payments within 2 weeks after receipt of a proper invoice, but is not obligated to make payment before the 30th day, as provided in the clause 52.232-25, Prompt Payment. Student contractors who submit timely invoices and do not receive payment within the 30 days stipulated under the Prompt Payment Act, are entitled to interest payments as prescribed in the clause.

You will be paid only for the number of hours actually worked. You do not accrue leave or holiday benefits. EPA will not pay for any non-work hours, regardless of the reason the agency/building is closed. This includes scheduled holidays, unscheduled holidays, or any other unscheduled closure (e.g., inclement weather, furloughs, security). When the decision to close the building is made by the Government after you have reported to work, you will be paid only for the hours worked before closure.

4. Overtime

Students performing under a student services contract are considered self-employed contractors and are therefore exempt from the Fair Labor Standards Act and Service Contract Act. You will be paid the basic hourly rate specified in the contract for any hours worked beyond the 40-hour week, with no overtime premium.

5. Compliance with Purchase Order Terms & Conditions

The Government may terminate this order for default in the event you fail to comply with any contract terms and conditions, including those listed in Student Acknowledgment of Special Terms, repeatedly fail to report on scheduled workdays, or otherwise fails to perform services required under this contract. False statements on the resume or Questionnaire for Non-Sensitive Positions, (SF-85) are grounds for termination. If the contract is terminated for default, you will be paid only for hours worked to the point of termination.

6. Government Travel Card

If overnight travel is required for performance under the contractor, you will travel under rules and procedures established for federal employee travel (chapters 57 and 81 of title 5, United States Code). If your mentor issues you a U.S. Government charge card for travel expenses, you are responsible to the bank for timely payment of each monthly statement in full. If you allow the charge card to become 60 days delinquent, you will not be allowed to work under the order until the account is settled. Failure to resolve the debt is grounds for termination of the order. Unauthorized cash withdrawals or other misuse of the card for personal gain are grounds for termination of the order and may result in criminal prosecutions.

7. Extension of Purchase Order Performance Period

The Government may extend the term of this order providing the Contracting Officer and you agree. If the option is exercised, the hourly rate shown will be adjusted to the applicable calendar year rate. The Government is under *no* obligation to exercise an option. The total duration of an order, including the option, shall *not* exceed two years.

8. Project Officer/Mentor - Technical Direction

The performance required herein shall be subject to the technical direction of the Project Officer/Mentor as identified below. As used herein, "technical direction" is defined as direction that fills in details, suggests possible lines of approach, or otherwise supplements the scope of work set forth herein and shall not constitute a new assignment, and does not supercede or modify any article or clause of this purchase order.

The Project Officer/Mentor is not authorized to perform, formally or informally, any of the following actions:

- Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- Waive or agree to modification of the delivery schedule;
- Make any final decisions on any contract matter subject to the Disputes Clause;
- Terminate, for any reason, the contractor's right to proceed;
- Obligate, in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the Project Officer/Mentor has taken an action (or fails to take action) or issues direction (written or oral) that the contractor considers to exceed the above limitations.

The Project Officer/Mentor assigned for this Purchase Order is:

Name: Dr. Michael Hemmer

Telephone: 850-934-9243

U.S. Environmental Protection Agency

Office of Research and Development

National Risk Management Research Laboratory

Address: Gulf Ecology Division

1 Sabine Island Drive

Gulf Breeze, FL 32561

Only the Contracting Officer may designate a new Project Officer/Mentor.

9. Electronic Payment

Under the Debt Collection Improvement Act, agencies are required to make all payments by electronic methods. If the vendor has not already provided current electronic payment instructions to the US EPA/ORD, a signed Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, must be mailed to US EPA/RTP, Financial Management Office, Mail Drop: D143-02, Research Triangle Park (RTP), NC 27711.